

City of De Soto
Carnival & Circus Application/Permit
Chapter 615 of the City Code

SPONSOR (IF ANY)

NAME: _____ PHONE: _____

ADDRESS: _____

OPERATOR INFORMATION

COMPANY NAME: _____ PHONE: _____

BUSINESS ADDRESS: _____

LOCAL ADDRESS: _____ PHONE: _____

DATE AND HOURS OF OPERATION

BEGINNING DATE: _____ CLOSING DATE: _____

HOURS OF OPERATION: _____

CIRCUS OR CARNIVAL (**circle one**) LOCATION OF EVENT _____

IS WATER SERVICE NEEDED? _____

LIST FOUR CITIES WHERE OPERATOR HAS WORKED WITHIN THE LAST 12 MONTHS

<u>DATES</u>	<u>CITY</u>	<u>SPONSOR</u>	<u>CITY OFFICIAL RESPONSIBLE</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

LIST THE RIDES TO BE OPERATED, THE ADMISSION FEE TO BE CHARGED FOR RIDES, AND THE YEAR THE RIDE WAS MANUFACTURED.

1. _____
2. _____
3. _____
4. _____

The Operator and/or sponsor agree to the following:

1. Obtain a business license prior to the event being held. The cost for the business license is \$50.00.
2. Have the electrical wiring and lighting approved by the City Building Inspector prior to operation and that a 24 hour notice will be given before the time of the needed inspection.
3. Provide adequate facilities for the disposal of trash and debris shall be provided on the premises.
4. Agrees that the area or premises where such amusement or entertainment is conducted shall be cleaned and policed after the cessation of such amusement or entertainment, and all trash, litter and debris shall be removed.
5. Agrees to abide by the City Code of the City of De Soto.
6. Agrees to the fullest extent permitted by law, agrees to indemnify, defend and hold harmless the City of De Soto , its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court cost, or alternative dispute resolution cost arising out of, or related to the use of City's facilities, building, equipment or infrastructure under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury(including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of the user(s), its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the user(s) to or anyone for whose acts the user(s) may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.
7. Provide proof of general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence. In those cases when a general liability policy has an annual aggregate limit, the aggregate limit should not be less than 2 times the per occurrence limit, or \$2,000,000. Other types of coverage and/or higher limits might be warranted in certain circumstances.
8. Provide a Certificate of Insurance naming the City as an additional insured along with the endorsement. No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.

Signature: _____

Date: _____

FOR OFFICE USE ONLY	
Business License Fee:	
Water Charge:	
Building Inspector Approval:	Date:
City Manager Approval:	Date: